

AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/15/2010
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 10 - E
SUBJECT: Request for approval of Award of Bid #11001 Remodel Social Services Building for Volusia County Sheriff's Offices.

LOCATION:

1691 Providence Boulevard, Deltona

BACKGROUND:

The Deltona Sheriff's Department offices are currently located in rental space in Deltona Plaza on Deltona Blvd. at an annual cost of close to \$100,000. Due to the changing circumstances of the main social service agency previously located in the City's Social Services Building on Providence Blvd., the Commission has directed that the Sheriff's Department be relocated to a City owned facility. Due to the security needs of the Sheriff's Department and Building Code requirements for a facility of this category, there is a need for significant renovations to this facility.

The bid was posted on demandstar and six bids were received as follows:

- Olsen Commercial Construction \$250,358
- Pillar Construction Group, LLC \$257,000
- P.W. Hearn, Inc. \$267,313
- T&G Constructors \$297,000
- McNeal & White Contractors, Inc. \$324,090
- The Watauga Company \$331,605

The low bid was received from Olsen Commercial Construction. Licenses and references were checked and Olsen Commercial Construction was highly recommended. Recommendation is being made to make award to Olsen Commercial Construction.

The insurance requirements included in the attached Agreement are subject to change upon review by the City's Risk Manager who was on vacation at the time of the preparation of the Agreement.

**ORIGINATING
DEPARTMENT:**

Budget Division

SOURCE OF FUNDS:

Municipal Complex Fund

COST:

\$250,358

REVIEWED BY:

Purchasing Manager, Building Official, Architect-Hanson
Professional Services

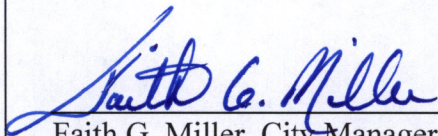
**STAFF
RECOMMENDATION
PRESENTED BY:**

Cy Butts, Building Official - Staff recommends award to Olsen
Commercial Construction at a total cost of \$250,358.

**POTENTIAL
MOTION:**

"I move to make award of Bid #11001 to Olsen Commercial
Construction at a total cost of \$250,358 for the renovations
needed for the Volusia County Sheriff's Offices."

**AGENDA ITEM
APPROVED BY:**


Faith G. Miller, City Manager

ATTACHMENTS:

- Original Bid
- Addendum #1
- Addendum #2
- Addendum #3
- Addendum #4
- Technical Specs for Project
- Bid Tabulation
- Bid from Olsen Construction
- Bid from Pillar Construction Group, LLC
- Bid from P.W. Hearn, Inc.
- Bid from T&g Constructors
- Bid from McNeal & White Contractors, Inc.
- Bid from The Watauga Company
- SUNBIZ INFORMATION
- 2010 Agreement

ADVERTISEMENT FOR BIDS

Submit Bid to: CITY OF DELTONA 2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER	INVITATION TO BID# FOR: 11001 REMODEL COMMUNITY CENTER FOR VOLUSIA COUNTY SHERIFF'S OFFICES
Contact: Kate Krauss, CPP, CPPB Purchasing Manager Phone: (386) 878-8570 Fax: (386) 878-8571 EMAIL QUESTIONS TO: E-Mail Address: kkrauss@deltonafl.gov	BIDDER NAME: _____ _____ _____ MAILING ADDRESS: _____ _____ _____ _____ _____ Phone#: _____ Fax#: _____
A MANDATORY PRE-BID MEETING IS SCHEDULED FOR THURSDAY, OCTOBER 28, 2010 AT 9:00 A.M. AT 1691 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725 <u>BID DUE DATE & TIME:</u> WEDNESDAY, NOVEMBER 10, 2010 AT 2:00 AT CITY HALL, 1ST FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA	

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting

Bid # 11001 REMODEL COMMUNITY CENTER FOR VOLUSIA COUNTY SHERIFF'S OFFICES

documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders

sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM This bid shall remain open through the duration of this project.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-

five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. *(See other conditions under Special Terms and Conditions)*

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the

items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate a portion of the bid, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

<p style="text-align: center;">SCOPE OF WORK Bid No.11001 REMODEL COMMUNITY CENTER FOR VOLUSIA COUNTY SHERIFF'S OFFICES</p>
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The City of Deltona is accepting bids from Florida Licensed General Contractors qualified to perform the work as described on the Plans and Project Manual provided by Hanson Professional Services and dated October 20, 2010 entitled Remodel Community Center for Volusia County Sheriff's Offices, Project Number 10G0125.

The Scope of Work includes the remodeling and renovation of an existing building formerly occupied by Social Service Agencies. The new building will be for the Volusia County Sheriff's Offices of Deltona. It is located at 1691 Providence Boulevard, Deltona, Florida. The building is approximately 8,000 square ft.

For further details on this project, download the drawings and technical specifications from www.demandstar.com

(Signed/sealed plans will be provided to contractor awarded the bid)

Time of delivery is an important consideration in making the award and must be adhered to. The project will need to be completed by January 31, 2011. The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if completion is not made within the time specified.

NOTE: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS. NO SEPARATE PAYMENT WILL BE MADE.

A MANDATORY PRE-BID MEETING IS SCHEDULED FOR THURSDAY, OCTOBER 28, 2010 AT 9:00 A.M. AT 1691 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725

A representative from the bidding company must be present in order to be eligible to submit a bid for the project.

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices quoted in this bid shall remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the City of Deltona.

- Questions regarding this bid are to be addressed in writing to:

Kate Krauss, Purchasing Manager
2345 Providence Blvd.
Deltona, FL 32725

Bid # 11001 REMODEL COMMUNITY CENTER FOR VOLUSIA COUNTY SHERIFF'S OFFICES

E-Mail Address: kkrauss@ci.deltona.fl.us
Or Fax: (386) 789-7275

TIE ON UNIT PRICE OR BID: Should there be a tie on either the unit price (if awarded on a per item basis) the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Volusia County, Florida.
- c. Companies located in Florida.
- d. All else being equal, both companies will be asked to submit a final bid in a sealed envelope.

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

A BID BOND IS REQUIRED FOR 5% OF THE TOTAL BID PRICE.

**PAYMENT AND PERFORMANCE BONDS FOR 100% OF THE CONTRACT PRICE IS
REQUIRED FROM THE AWARDED CONTRACTOR.**

<p style="text-align: center;">BID RESPONSE FORM BID NO. 11001 REMODEL COMMUNITY CENTER FOR VOLUSIA COUNTY SHERIFF'S OFFICES</p>
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In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

TOTAL LUMP SUM BID PRICE \$ _____

Includes all elements of this project as found on the drawings and technical specifications provided by Hanson Professional Services, Inc. dated October 20, 2010 to include the purchase and installation of all items and all labor, tools, machinery and incidentals as indicated and specified in the drawings related to this project.

CONTRACTOR TO PROVIDE A LIST OF COSTS FOR THIS PROJECT WHICH SHOULD TOTAL LUMP SUM BID PRICE.

THERE WILL BE NO CHANGE ORDERS FOR THIS PROJECT FOR ANY WORK THAT IS A PART OF THE PLANS. IF THE CITY OF DELTONA REQUESTS A CHANGE OR ADDITIONAL WORK, THE CITY WILL ISSUE A CHANGE ORDER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AT THE PRE-BID MEETING, REVIEW THE PLANS, ASK QUESTIONS AND BID ACCORDINGLY.

TOTAL NUMBER OF DAYS FROM NOTICE TO PROCEED TO COMPLETION IS 60 DAYS.

Please be advised that the City of Deltona will not prepay for work. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificate of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

CONTRACTOR

DATE

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

References

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
		() ()	
		() ()	
		() ()	

Does Bidder have any similar work in progress at time of Bid Opening? Yes ☐ No ☐
If "Yes", explain:

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

CITY OF DELTONA
BIDDER INFORMATION FORM

The information below is required to complete your bid packet. Type or print only.

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: ☐ Federal Tax ID ☐ Social Security Number

DRUG FREE WORKPLACE FORM

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X

Bidder's Signature

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 11001 REMODEL COMMUNITY CENTER FOR VOLUSIA COUNTY SHERIFF'S OFFICES

STATEMENT OF NO BID

BID NO. 11001 REMODEL COMMUNITY CENTER FOR VOLUSIA COUNTY SHERIFF'S OFFICES

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS:

_____ Company Name	_____ Telephone
-----------------------	--------------------

X _____ Signature	_____ Fax
-----------------------------	--------------

_____ Title	_____ Typed or Printed Name
----------------	--------------------------------

_____ Address	_____ City	_____ State	_____ Zip
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**REMODEL COMMUNITY CENTER
FOR VOLUSIA COUNTY SHERIFF'S OFFICES**

**Bid # 11001
NOVEMBER 2, 2010**

ADDENDUM ONE

General Conditions Discussed During Pre-Bid Meeting

1. The Owner has informed the attending bidding Contractors that they will be responsible for the repair and restoration of any damages made to items, on the interior and exterior of the building, that are to remain as is and are to be protected from damage during construction. Such items include but not limited to, the existing paved driveway and the existing landscaping.

2. The bidding Contractor will provide an alternate bid (Bid Alternate #1) to show their price to remove strips of the existing laminate wood flooring to accommodate the metal sill for the interior office partitions identified in the bid documents as Wall Type 1. See attached sketch A-SK1. The remaining wood laminate flooring will need to be protected during construction. The Contractor will need to include protecting the remaining wood flooring in their alternate bid. The following rooms will not receive broadloom carpet as indicated in the Finish Schedule and will continue to have the existing wood laminate flooring: 103 CORRIDOR, 105 CID SGT, 106 CID SGT, 107 INTERVIEW, 108 CID LT, 109 DECEIVES, 110 C.I.P. 111 AV AREA, 136 VA STORAGE, 137 PATROL SGT, 138 CORRIDOR, 139 PATROL SGT, 140 PATROL SGT, 141 CLOSET, 142 PATROL SGT, 144 MOTOR SGT, 145 PATROL LT, 146 MOTOR TRAFFIC SECRETARY and 151 CLOSET. The bid price for the broadloom carpet in these areas will need to be deducted from the base bid if the existing wood laminate flooring is to remain in these areas.

3. Additional Permits Required

The City of Deltona Building Department will require the General Contractor to apply for a building permit for construction. In addition, a separate permit will be required for the following items that are included in the bid documents:

A. Kitchen Exhaust Hood:

The General Contractor is to provide certified shop drawings, developed by a kitchen exhaust hood contractor, for a type-1 hood system prior to issuing the permit. The shop drawings are to include complete documents and drawings for the hood system to be installed in the kitchen. The design of the kitchen hood is to be in compliance with Florida Building Code Mech. 507 and NFPA 96 requirements. Information on shop drawings are to include, but are not limited to, hood, fan, roof cap specifications, access doors on horizontal duct, filter and grease collector, supports, makeup air and capacities of systems, heat sensor etc. Specification sheets are to be included along with shop drawing submittals. All welded joints are to be liquid tight prior to installation. Roof pitch and clearances are to be included in the shop drawings.

B. Fire Suppression System for Kitchen Exhaust Hood:

Fire Suppression System requires a separate permit by certified contractor. Fire Suppression System is to meet all applicable NFPA 17A and NFPA 72 requirements. Suppression

requirements shall comply with ANSI/UL 300. System shall be connected to Fire Alarm System. Shop drawing submittal shall include, but not limited to, a complete isometric drawings of actual equipment used and duct location(s) and sizes. Specification sheets shall be included along with shop submittal.

C. Emergency Generator:

Emergency generator requires a separate permit by certified contractor. Emergency generator for building shall meet all applicable NFPA 30 and NFPA 110 requirements. Applicable plans and details must be included with application for permit.

D. Fire Protection:

Alterations and additions to the existing Fire Sprinkler System requires a separate permit by a certified contractor. Applicable plans / details are to include. Fire sprinkler system shall meet all applicable NFPA 13 and NFPA 24 requirements.

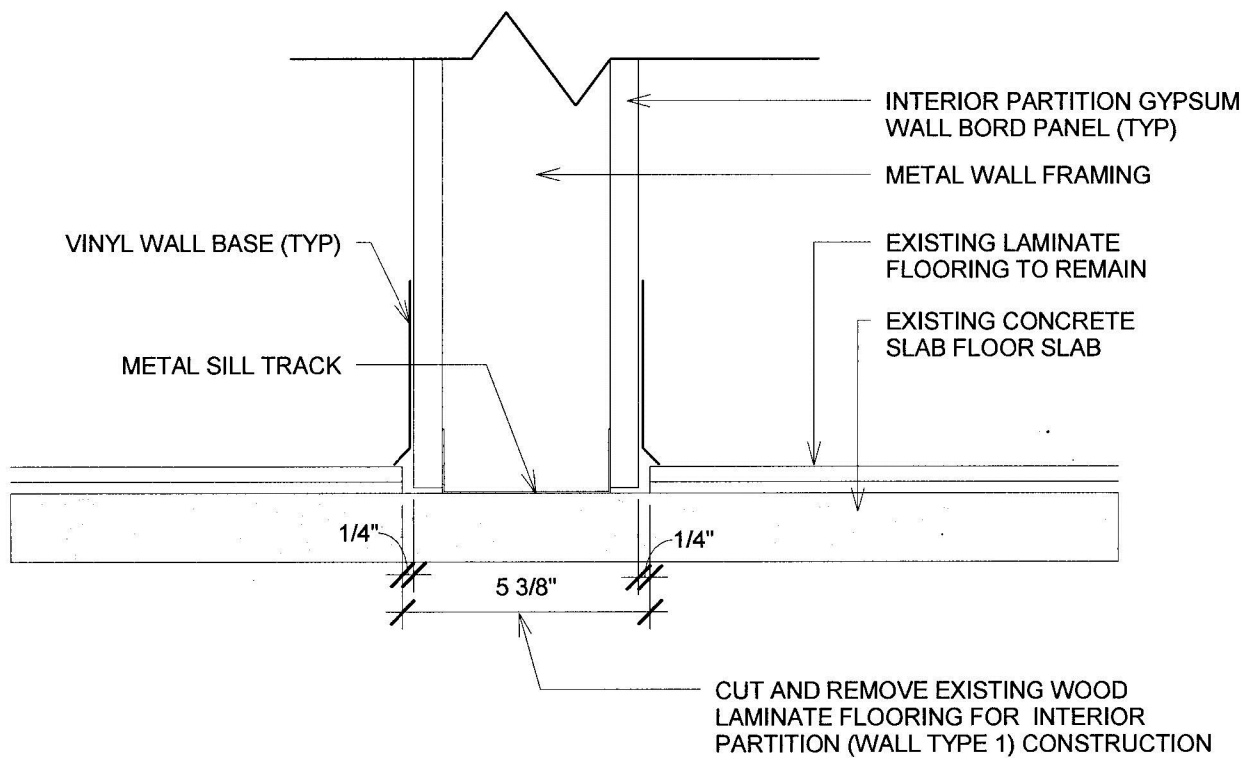
E. Fire Alarm System:

Modifications to the existing Fire Alarm System will require a separate permit. The existing Fire Alarm System is maintained by Signal 21 Security Systems, Inc., 247 E. Graves Ave., Orange City, Florida 32763, Phone: (386) 775-9666 or 407-321-2113. The General Contractor will be responsible for maintenance and installation of the Fire Alarm Systems and will need to utilize Owner's existing Fire Alarm Contractor to perform the modifications. The Fire Alarm System shall meet all applicable NFPA 70 and NFPA 72 requirements. The existing Fire Alarm is being re-designed to include the new interior walled offices and kitchen exhaust hood system.

Clarifications:

The following items are clarifications and or corrections to items that are in the bid documents:

1. Drawing Sheet AD1.1 and A1.0 – Double lines shown in corridor south of restrooms denote existing ceiling bulkhead.
2. Drawing AD1.1 – Keynote #3 in room labeled "Chairs" should be changed to keynote #14.
3. Drawing AD1.1 – The word "Transaction" is misspelled in Demolition General Note #7.
4. Drawing A1.2 – Supply Diffuser in Room 117 is to be moved one (1) ceiling tile space to the north to avoid conflict with partition.
6. Drawing A5.1 – The word "diagonal" is misspelled in the note that is used to describe the bracing method above the ceiling.
7. Drawing A6.1 – Room Finish Schedule. Corridor 103 is to receive Broadloom Carpet instead of VCT.



NOTE:

COORDINATE THE LOCATION AND WIDTH OF NEW DOOR OPENINGS. DO NOT CUT EXISTING WOOD LAMINATE FLOORING WHERE DOORS ARE LOCATED AND THE SAME FLOOR FINISH IS TO BE CONTINUOUS ON BOTH SIDES OF THE SAME DOOR.

FLOORING DETAIL (ALTERNATE BID #1) A

① SK1
3" = 1'-0"

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DATE	TITLE	REF. DRAWING NO.	ADD. NO.
10/20/2010	FLOORING DETAIL ALTERNATE BID #1	A5.1	1
PROJ. NO.	PROJECT	SKETCH NO.	
10G0125	REMODEL COMMUNITY CENTER FOR VCSO	A-SK1	

11/1/2010 3:09:41 PM

I:\10jobs\10G0125\CAD\VC SO Remodel.rvt

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

NAME OF BUSINESS

BY: _____
SIGNATURE/DATE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
AREA CODE AND TELEPHONE NUMBER

**RETURN SIGNED ADDENDUM WITH YOUR BID
ACKNOWLEDGING RECEIPT OF IT**

**REMODEL COMMUNITY CENTER
FOR VOLUSIA COUNTY SHERIFF'S OFFICES**

Bid # 11001

NOVEMBER 4, 2010

ADDENDUM TWO

REVISED BID RESPONSE FORM:

A revised Bid Response Form has been attached and can be downloaded from Demandstar. The original Bid Response Form shall be discarded and the Revised Bid Response Form used in its place. Bidders who do not submit the Revised Bid Response Form with their bid shall be considered non-responsive and their bid shall be rejected. Reasoning for this is addressed in questions 11 and 17 below.

RFI'S

The Contractor's RFI is written in normal print. The response is written in bold print below the Contractor's RFI.

1. The contract documents, page 8 of 15 require construction to be complete within 60 days from the Notice to Proceed. This project will require numerous submittals, shop drawings and material lists for specialized construction including bullet resistant glass, panels, light fixtures, doors, frames and hardware which are not "stock" items and have varying delivery availability. It is quite possible that (with normal fabrication durations) that some of the materials and equipment may not be available so as to meet the 60 day schedule. Is there a provision for an advance award of the project with some engineering time prior to the issuance of the Notice to Proceed or some other provision that reduces the 60 days to actual construction time after receipt of the necessary longer delivery items?

No change. 60 days is the duration of construction from the notice to proceed to final.

2. The finish schedule on drawing sheet A 6.1 lists the floor finishes for many of the rooms. If there is a finish such as VCT or CPT then there is no question. If the finish is listed as Existing, then I understand that we will protect the existing floor which will have a dash (-----) in the box designating floor finish. Does this mean that those rooms having that designation are to have the existing floor left? If so, the current Lobby flooring remains and the flooring in one of the bathrooms off the Lobby is converted to an interview room with the same flooring as is in the current bathroom. Can you please clarify this?

For clarification, the items labeled with dashes and the word "EXIST" in the Finish Schedule, identify those items that are existing to remain, and are to be protected by the Contractor during construction and cleaned at completion of construction.

3. Many of the above ceiling areas now have acoustical ceiling tile in areas where there is a substantial amount of above-ceiling work which will require removal and reinstallation of the tile. It appears that it is the requirement of the documents that the tile be removed (with reasonable care) and reinstalled. Is this correct?

Yes. See Ceiling Plan Demolition Notes item #3. For bidding purposes, factor an additional 10% of matching 2x2 acoustical ceiling tile to the amount required to install the new acoustical ceiling tile specified in the bid documents.

4. Doors marked 100B, 100C, 104, 113, 125E, 115, 116, 118, 125D, 123 and 125A are existing doors to remain. These doors are not listed on the door schedule. Are these doors to receive any new finishing, painting, door hardware or lock cylinder replacement? Or are we just to clean them at completion. The new wood doors are to receive paint and the existing doors are clear finish wood.

The doors listed in this RFI are existing to remain as is. The Contractor is to provide protection of all existing doors that are to remain, from damage during construction. New door frames are to receive paint per the Finish Schedule. Per the Door Notes on sheet A6.1, the new wood doors are to have wood grain and finish to match the existing doors. Existing doors and new doors are to be cleaned by the Contractor at completion of construction.

5. The drawings show fiberglass bullet resistant panels at two walls and part of the wall at the two existing bathrooms in the lobby. If the intent is to provide some protection around the entire lobby, the walls and doors at the existing bathrooms are unprotected and the unprotected bathroom doors are to remain. Is there a clarification on this?

The Public Interview Room 102 and Unisex Restroom 101 do not require protection.

6. At the meeting there was specific talk about the existing floating floor and making sure to protect it, etc...but there does not seem to be many locations in which we are going to have to preserve that floor. Most of it is being replaced with VCT or Carpet. Please confirm that the VCT & Carpet labels are correct. **All labels for flooring in the Finish Schedule are correct with the exception of the Clarifications given in Addendum #1.**

7. Did the talk of preserving the floor actually mean that we need to take care when it is removed, so that the city can store it and reuse it, or did it mean, all the wood is staying where it is?

It is understood by the Architect that the existing wood laminate flooring planks were glued together per the specifications provided in the as-built documents. The existing wood laminate flooring cannot be preserved if being removed and therefore, cannot be reused. The Contractor is to take note that Addendum #1 calls for a bid alternate to preserve much of the wood laminate flooring and a deduct for new carpeting in some areas.

8. On the finish schedule, I am assuming that if the floor finish is blank (such as room 121 or 123), it is existing flooring/no change.

The flooring column is labeled with dashes or "EXIST". This would indicate no change to the existing floor finish.

9. Another item is room number 102. This is the room that currently has a bathroom in it. The tile floor will need to be patched once the toilet is removed. Does the city have some of the original tile available to make the patch? If not, we would need to know the new flooring that would have to be specified for that room.

The Contractor is to patch the floor area after removal of the toilet with matching ceramic mosaic floor tile believed to be, per the as-built documents, as 2x2 Unglazed, American Olean, A-20 (non-slip) "Beach Tan".

10. Last one, there is a room below the reports room (room 131) that is not specified with a room number. Please label and note the finish of the floor.

The room in question is labeled as Interview #135. The flooring for this room is labeled in the Finish Schedule.

11. The bid instruction package asks for a List of Costs (page 8) for this project. Does the City have a form that they would like to use for that, or should we just come up with one on our own. Also, The bid instructions do not have a specific scope of work. Is one available?

A revised Bid Response Form has been attached and can be downloaded from Demandstar. The revised Bid Response Form includes line item pricing. A "List of Costs" is no longer required to be submitted. The original Bid Response Form shall be discarded and the Revised Bid Response Form used in its place. Bidders who do not submit the Revised Bid Response Form with their bid shall be considered non-responsive and their bid shall be rejected.

12. It appears that the Owner carries Builders Risk insurance. Is this correct?
The City of Deltona shall carry Builders Risk insurance for this project.

13. Please confirm that we are to follow the flooring schedule on sheet A6.1. There seems to be some conflict re: the schedule on paper and what was said at the pre-bid meeting.
Contractor is to refer to the Finish Schedule and all Addenda.

14. Confirm that the Lobby side of the walls of the Unisex Toilets do not receive Bullet Resistant Gyp Board.
Unisex Restroom 101 and the Public Interview Room 102 do not require protection.

15. What is the required floor finish for Lobby 100 and Interview 102 ?
Existing floor finish in both rooms is to remain.

16. Sheet S101 Can the areas indicated with a Circle be bid as a Unit Price in case they are already grouted? Perhaps all the proposed grouted cells should be bid as a unit price since it is not certain what exists now.
The Contractor is to provide a unit price for the open circled items that indicate where existing grouted cells may occur but are to be field verified by the Contractor.

17. Will a new Bid Form be provided to allow an area to acknowledge Addenda and Unit Prices?
A revised Bid Response Form has been attached and can be downloaded from Demandstar. The revised Bid Response Form includes line item pricing. The revised Bid Response Form also includes an area to acknowledge Addenda. However, All Addenda should be signed and submitted with your bid package. The original Bid Response Form shall be discarded and the Revised Bid Response Form used in its place. Bidders who do not submit the Revised Bid Response Form with their bid shall be considered non-responsive and their bid shall be rejected.

18. Does the required Bid Form consist of pages 8 thru 14 ?
See answer to questions 11 and 17 above. All required documents are to be submitted with your bid submittal.

19. Since the final permit fee has not been calculated, can an allowance be established so that all bidders are on an even playing field? Once the final permit fee is confirmed the Owner will only pay what is required, with no mark up.
The Contractor's were informed at the pre bid meeting that all permitting fees are listed on the City of Deltona's website.

20. Can you please verify where the bullet proof panels in the lobby stop (at the wall where rooms 101 & 102 are located)

Corridor 103 is required to be protected. Rooms 101 and 103 are not required to be protected.

21. The 2 doors (rooms 101 & 102) are not bullet proof, so we are thinking the bullet proof panels do not need to be there. And on that note, if those walls are to be bullet proof, shouldn't the doors be also.

Rooms 101 and 102 do not require protection.

22. Can you also please tell us the deck height (height from bottom cord of truss to finish floor). It is not shown on the plans.

Per the Document Qualification on sheet T1.1, the Contractor is to field verify drawing information and existing conditions.

23. Drawing T1.1 Detail #3 General Notes #1 calls for relocation of generator from 1200 Deltona Blvd, Suite 44, to job location. Please advise if it is Electrical Contractors responsibility to disconnect and relocate generator, or some parts of this job will be done by others? (Relocation of generator includes disconnecting from existing electrical system, draining out fuel, loading up, transporting, unloading generator, installing at job site, filtering and pumping back fuel, starting-up and testing).

To Clarify: It is the responsibility of the awarded Contractor to relocate the generator from its current location at 1220 Deltona Blvd., Suite 44 and move to the new location that is being remodeled. This responsibility includes disconnecting from existing electrical system, draining out fuel, loading up, transporting, unloading generator, installing at job site, filtering and pumping back fuel, starting-up and testing.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

NAME OF BUSINESS

BY: _____
SIGNATURE/DATE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

(____) _____
AREA CODE AND TELEPHONE NUMBER

**RETURN SIGNED ADDENDUM WITH YOUR BID
ACKNOWLEDGING RECEIPT OF IT**

**REMODEL COMMUNITY CENTER
FOR VOLUSIA COUNTY SHERIFF'S OFFICES**

Bid # 11001

NOVEMBER 5, 2010

ADDENDUM THREE

Additional Project Scope

The Contactor is to include, in their base bid, the following work added to the original Bid Documents. The additional work is identified in the attached Revision (1) drawing sheets dated 11/5/2010. A brief description of the additional work is as follows:

1. Construct a 3 foot by 4 foot, hollow metal framed, clear acrylic viewing window in the partition between the Holding Area 150 and the Report 131 as indicated in the Revision (1) drawing sheets.
2. A new floor drain and concrete floor slab (sloped to the floor drain) is to be constructed inside of the Holding Area 150. The work includes removal of a portion of the existing concrete floor slab within the confines of the Holding Area and the necessary trenching required to install a new sewer line as indicated in the Revision (1) drawing sheets.

PCL XL error

Subsystem: KERNEL

Error: IllegalAttributeValue

Operator: VendorUnique

Position: 95

**REMODEL COMMUNITY CENTER
FOR VOLUSIA COUNTY SHERIFF'S OFFICES**

Bid # 11001

NOVEMBER 8, 2010

ADDENDUM FOUR

RFI'S

This RFI was submitted last week, prior to the deadline for issuing RFI's, but the response was not included in the previously posted addenda. The Contractor's RFI is written in normal print. The response is written in bold print below the Contractor's RFI.

1. Is the general contractor supplying and installing the lockers shown on the plan? I do not see specs in the spec book for lockers?

The evidence lockers are not included in the Contractor's scope of work.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

NAME OF BUSINESS

BY: _____
SIGNATURE/DATE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
AREA CODE AND TELEPHONE NUMBER

**RETURN SIGNED ADDENDUM WITH YOUR BID
ACKNOWLEDGING RECEIPT OF IT**

BID TABULATION

BID NO. 11001 Remodel Community Center for Volusia County Sheriff's Offices

Vendor	Base Bid Total	Addendum Acknowledged
Olsen Commercial Construction	\$ 250,358.00	4
Pillar Construction Group, LLC	\$ 257,000.00	4
P.W. Hearn, Inc.	\$ 267,313.00	4
T&G Constructors	\$ 297,000.00	4
McNeal & White Contractors, Inc.	\$ 324,090.00	4
The Watauga Company	\$ 331,605.00	4

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Detail by Entity Name

Florida Profit Corporation

OLSEN COMMERCIAL CONSTRUCTION INC

Filing Information

Document Number P07000023785

FEI/EIN Number 208489202

Date Filed 02/22/2007

State FL

Status ACTIVE

Effective Date 02/22/2007

Principal Address

131 MAGNOLIA AVE.
DAYTONA BEACH FL 32114 US

Changed 03/24/2009

Mailing Address

131 MAGNOLIA AVE.
DAYTONA BEACH FL 32114 US

Changed 03/24/2009

Registered Agent Name & Address

OLSEN, ERIC C
2011 RED ROBIN DRIVE
PORT ORANGE FL 32128 US

Officer/Director Detail

Name & Address

Title P

OLSEN, ERIC C
2011 RED ROBIN DRIVE
PORT ORANGE FL 32128 US

Title VP

OLSEN, MICHELLE L
2011 RED ROBIN DRIVE
PORT ORANGE FL 32128 US

Annual Reports

Report Year Filed Date

2008	01/23/2008
2009	03/24/2009
2010	01/14/2010

Document Images

01/14/2010 -- ANNUAL REPORT	View image in PDF format
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**AGREEMENT BETWEEN CITY OF DELTONA AND
OLSEN COMMERCIAL CONSTRUCTION, INC.
PER BID NO. 11001**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and OLSEN COMMERCIAL CONSTRUCTION, INC., duly authorized to conduct business in the State of Florida, whose principal address is 131 Magnolia Avenue, Daytona Beach, Florida 32114, hereinafter called the "Contractor".

WHEREAS, the City desires to obtain services related to renovating the Social Services Building for the Volusia County Sheriff's Offices per Bid No. 11001. The work generally involves all work as described in the RFP documents, specifications, drawings and any addendum issued for this project.

WHEREAS, the City requested and received expressions of interest from several companies to provide these services; and

WHEREAS, Contractor is competent and qualified to furnish said services to the City and desires to provide its services for this project,

WHEREAS, the Commission of the City of Deltona has approved award of this agreement on November 15, 2010.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to renovating the Social Services Building for the Volusia County Sheriff's Offices per Bid No. 11001, attached hereto and incorporated herein by reference, and Contractor's Proposal dated November 10, 2010.

2.2 The services, as described in Bid No. 11001, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed within 60 days.

2.3 City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified above. They also recognize the delays, expense and difficulties in proving the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City five hundred dollars (\$500.00) for each day that goes beyond the agreed upon completion date as stated on the Notice to Proceed. This amount represents an estimate of City's damages for loss of use and administrative costs associated with the delay.

2.4 The services to be rendered by the Contractor shall include all labor, materials, equipment and incidentals necessary to perform all work indicated and specified in the RFP documents.

2.5 Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

2.6 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

2.7 Contractor acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

2.8 Contractor shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement.

2.9 Contractor shall be responsible for the quality of work performed. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

2.10 Contractor agrees to provide a one year maintenance period to correct any defective work that may be found within the one year period from the time of completion.

Article 3. Payment

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed two hundred fifty thousand, three hundred fifty-eight dollars and 00/100 (\$250,358.00). Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

3.2 Invoices shall be submitted in duplicate to the City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725. Each invoice shall contain the purchase order number and a detailed description of services and fees.

3.3 The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 The City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, as recommended by the City, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the work completed and accepted by the City.

3.5 Progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made.

3.5.1. Ninety percent (90%) of the value of work completed, with the balance being retainage.

3.5.2. Upon 50% Completion, a total of ninety-five percent (95%) of the value of work completed, with the balance being retainage.

3.5.3. Final Payment. Upon final completion of the work, City shall pay Contractor an amount sufficient to increase total payments to ninety-eight percent (98%) of the Contract Price. However, not less than two percent (2%) of the Contract Price shall be retained until Contract Closeout is completed.

3.6 The Contractor shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The Contractor hereby agrees that the total cost is inclusive of all overhead and administrative expenses.

3.7 In the event a specific project is to be funded by state or federal monies, the Contractor hereby agrees to comply with all requirements of the state or federal government applicable to

the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. Special Terms and Conditions

4.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

4.2 Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Contractor and accepted by the City.

- A. Upon notification to the Contractor of termination by the City, Contractor will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Contractor for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Contractor to fulfill his contractual obligations, City shall reimburse Contractor for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- D. In the event of termination of this Agreement, all work, reports, and other work product produced by Contractor in connection with the Agreement shall be returned to the City and become and remain the property of the City.

4.3 Assignment. This Agreement may not be assigned or transferred in any manner by Contractor and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

4.4 Insurance and Bond. The City of Deltona will purchase Builders' Risk Insurance. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

General Liability	
Each Occurrence/General Aggregate	\$5,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

(B) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$5,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

(C) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Additional Requirements:

(1) **City of Deltona, a municipality of the State of Florida**, shall be named as an additional insured on the General liability policy.

(2) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(3) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(4) Contractor shall be responsible for subcontractors and their insurance.

(5) The Certificate holder section of each policy shall state: City OF DELTONA, A MUNICIPALITY OF THE STATE OF FLORIDA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(6) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

4.5 Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor agrees to indemnify, and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement.

4.6 Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

4.7 Ownership of Deliverables.

(a) Title to all work product produced by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Contractor shall deliver all such original work product to City upon completion thereof unless it is necessary for Contractor, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Contractor are public records and Contractor shall abide by applicable requirements of Florida law. Contractor shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Contractor's release or disclosure of information to the media or to the public.

4.8 Return of Materials. Upon the request of the City, but in any event upon termination of this Agreement, Contractor shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the Contractor by the City pursuant to this Agreement. Contractor may keep copies of all work products for its records.

4.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

4.10 Retaining Other Contractors by City. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

4.11 Accuracy. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

4.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

4.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.14 Prohibition against Contingent Fees. Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 5. General Conditions

5.1 This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

5.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City may make changes in the services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Contractor shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

5.3 Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of any of the services furnished under this Agreement.

5.4 In the event Contractor, during the course of the work under this Agreement, requires the services of any Sub-Contractor or other professional associates in connection with service covered by this Agreement, Contractor must secure the prior written approval of the City. If Sub-Contractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully and solely responsible for the services of and monies owed to Sub-Contractors or other professional associates.

5.5 It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City, upon request by Contractor, shall designate in writing and shall advise Contractor in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

5.6 No claim for services furnished by the Contractor not specifically provided for herein shall hold the City liable or be honored by the City.

5.7 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

5.8 The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

5.9 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.10 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

5.11 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

5.12 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.13 During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Contractor employees or applicants for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

Article 6. Severability and Notice

6.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Contractor:
Eric Olsen
President
Olsen Commercial Construction
131 Magnolia Avenue
Daytona Beach, Florida 32114

If to City:
Cy Butts, Building Official
Director of Building and Zoning
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement consists of the following:

This Agreement
Notice of Award and Notice to Proceed
RFP Documents, to include Project Manual and Drawings
Addendum, if any
Contractor's Response to RFP

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE KENT
City Clerk

FAITH G. MILLER
City Manager

Date

Approved as to Form and Legality:

GARY J. COONEY
City Attorney